

FILED FOR RECORD  
COMMISSION RECORDS  
MARTIN CO., FL

2012 APR 25 AM 9: 53

MARSHA EWING  
CLERK OF CIRCUIT COURT

BY \_\_\_\_\_ D.C.

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INSTR # 2328185  
OR BK 02573 PG 2354  
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RECORDED 04/26/2012 11:52:50 AM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
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**JENSEN DUNES**

**PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of January, 2012, by and between JENSEN DUNES, LLC, a Florida limited liability company, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

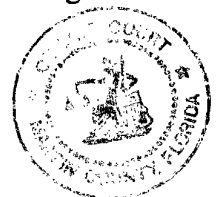
**WITNESSETH:**

**WHEREAS**, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in **Exhibit A**, attached hereto and made a part hereof; and

**WHEREAS**, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Jensen Dunes consisting of: a 390 bed Residential Care Facility, recreational facilities, a picnic area, preserve areas, parking and utilities; and

**WHEREAS**, this type of consolidated development is permitted in Martin County subject to a PUD Agreement; and

**WHEREAS**, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent, and effective usage of land within the COUNTY's primary urban services district, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.



**NOW, THEREFORE**, the parties do hereby agree as follows:

1. **UNIFIED CONTROL**

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title, are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

2. **DEVELOPMENT**

The OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

- 2.1 The master site plan approved by the COUNTY, a copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the master site plan shall authorize the OWNER to submit the final site plans in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by the COUNTY shall not constitute approval to build or construct any improvements, and is not the final approval necessary for construction of the development.
- 2.2 The final site plans to be approved by the COUNTY in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.
- 2.3 The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made a part hereof.
- 2.4 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.



2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plans, and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

4. DESTRUCTION

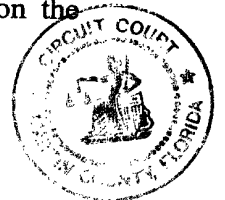
In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master and final site plans.

5. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

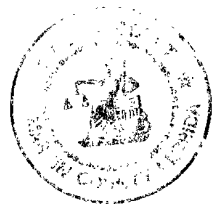
6. BREACH OF AGREEMENT

6.1 Development of Jensen Dunes shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the



subject property and any associated phases, or termination of the development order.

- 6.2 Any person, including the Board of County Commissioners, hereinafter sometimes referred to as Board, or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.8, Suspension of Development Orders for Failure to Comply, Land Development Regulations, Martin County Code.
- 6.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval, Land Development Regulations, Martin County Code, at such time as the Board of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the



termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

- 6.4 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

7. JURISDICTION

This PUD Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this PUD Agreement shall be instituted in Martin County, Florida.

8. SUCCESSORS AND ASSIGNS

This PUD Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

9. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this PUD Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail.

For purposes of notice, the addressees are as follows:

OWNER: Jensen Dunes, LLC  
3071 N. Dixie Highway  
Pompano Beach, Florida 33064



with copy to:  
Linda McCann Hake  
Gunster, Yoakley & Stewart, P.A.  
800 SE Monterey Commons Boulevard  
Suite 200  
Stuart, Florida 34996

COUNTY: County Administrator  
Martin County  
2401 SE Monterey Road  
Stuart, Florida 34996

with required copy to:  
County Attorney  
Martin County  
2401 SE Monterey Road  
Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

10. ENTIRE AGREEMENT

This PUD Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this PUD Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.



11. SEVERABILITY

If any term or provision of this PUD Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this PUD Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this PUD Agreement shall be deemed valid and enforceable to the extent permitted by law.

12. STATUTORY REFERENCES

Any references to laws, ordinances, codes or other regulations shall include amendments to such laws, ordinances, codes or other regulations.

13. ADEQUATE PUBLIC FACILITIES EVALUATION

Owner is voluntarily electing to proceed under Section 14.1.C.5(2), Comprehensive Growth Management Plan, Martin County Code and Section 5.32.C.3., Land Development Regulations, Martin County Code and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for the subject property. The Owner acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capital facility improvements for the project to meet concurrency or prevent this project from going forward in accordance with its timetable of development.

IN WITNESS WHEREOF, the parties hereto have caused this PUD Agreement to be made and entered into the day and year first written. The date of this PUD Agreement shall be the date on which this PUD Agreement was approved by the Board of County Commissioners.



WITNESSES:

Print Name:

Charles Darnett

Print Name:

David Scholl

OWNER

JENSEN DUNES, LLC,  
a Florida limited liability company

By:

Name: JOSEPH HUMMEL

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF Broward

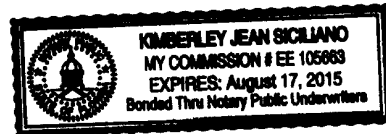
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joseph Hummel, Manager of Jensen Dunes, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of January, 2012.

(NOTARIAL STAMP)

Kimberley Jean Siciliano  
Notary Public

My commission expires: \_\_\_\_\_





COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

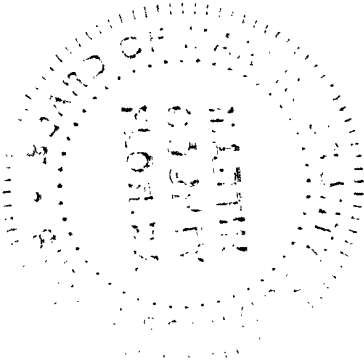
*Marsha Ewing by H. J. Davidson*  
MARSHA EWING  
Clerk of the Circuit Court

By: *Edward V. Ciampi*  
EDWARD V. CIAMPI, Chairman

APPROVED AS TO FORM AND  
CORRECTNESS:

(COMMISSION SEAL)

*Krista A. Storey*  
KRISTA A. STOREY  
Senior Assistant County Attorney



*Pursuant to Sec. 695.26, F.S.*  
Prepared by:  
Linda McCann Hake, Esquire  
Gunster, Yoakley & Stewart, P.A.  
800 SE Monterey Commons Boulevard  
Suite 200  
Stuart, Florida 34996

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; AND THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE NORTH ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; ALL IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTHERLY 25 FEET THEREOF CONVEYED TO MARTIN COUNTY BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 1025, AT PAGE 764, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL I.D. #: 22-37-41-000-000-00620-0



**EXHIBIT B**

**OWNERSHIP CERTIFICATE**

I, Linda McCann Hake, a member of the Florida Bar, hereby certify that the record title to the property described in **Exhibit A** to the Planned Unit Development Zoning Agreement dated the 10<sup>th</sup> day of January, 2012 by and between Jensen Dunes, LLC and MARTIN COUNTY, is in the ownership of Jensen Dunes, LLC, a Florida limited liability company.

Dated this 30<sup>th</sup> day of January, 2012.

Linda M. Hake

Florida Bar # 266310

Linda McCann Hake

Gunster, Yoakley & Stewart, P.A.

800 SE Monterey Commons Boulevard

Suite 200

Stuart, Florida 34996



**EXHIBIT C**  
**UNIFIED CONTROL**

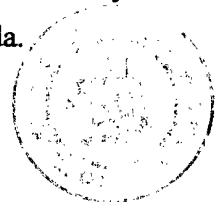
The undersigned, being the OWNER of the property described in **Exhibit A**, to the Planned Unit Development Zoning Agreement (PUD) dated the 10<sup>th</sup> day of January, 2012, between Jensen Dunes, LLC and COUNTY, does hereby covenant and agree that: (i) the property described in **Exhibit A** shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.



The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

**OWNER**

JENSEN DUNES, LLC  
a Florida limited liability company

By: \_\_\_\_\_  
Name: JOSEPH HUMMEL  
Title: PRESIDENT

**WITNESSES:**

Print Name: DAVID SCHAPP

Print Name: DAVID SCHAPP

STATE OF FLORIDA

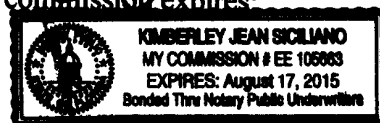
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joseph Hummel of Jensen Dunes, LLC, a Florida limited liability company, on behalf of the company, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of January, 2012.

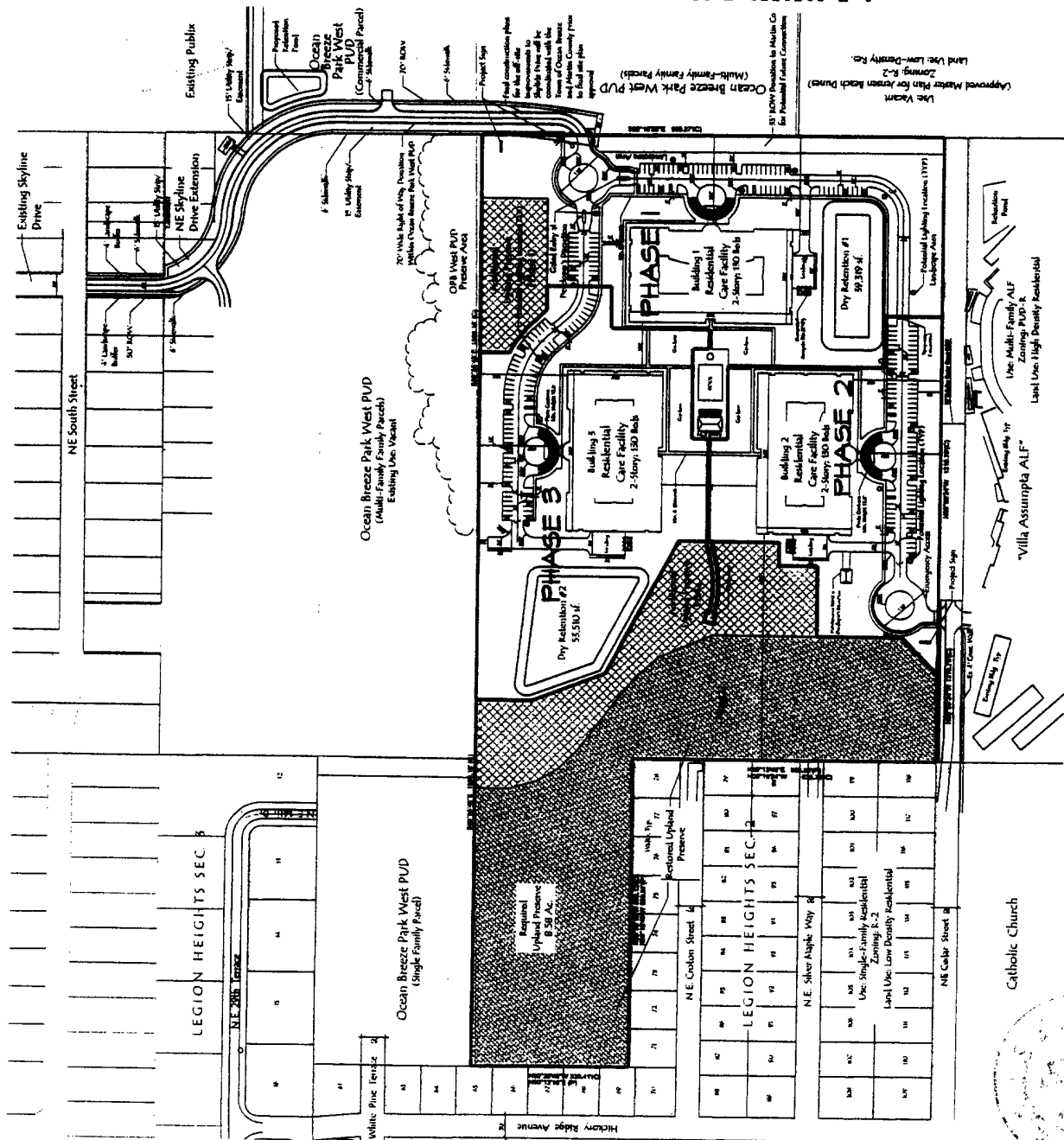
(NOTARIAL STAMP)

Notary Public  
My commission expires:





**Clerk's Note:**



Project Name	Project Number	Project Location	Project Status	Project Description
Project 1	101	101	101	101
Project 2	102	102	102	102
Project 3	103	103	103	103
Project 4	104	104	104	104
Project 5	105	105	105	105
Project 6	106	106	106	106
Project 7	107	107	107	107
Project 8	108	108	108	108
Project 9	109	109	109	109
Project 10	110	110	110	110
Project 11	111	111	111	111
Project 12	112	112	112	112
Project 13	113	113	113	113
Project 14	114	114	114	114
Project 15	115	115	115	115
Project 16	116	116	116	116
Project 17	117	117	117	117
Project 18	118	118	118	118
Project 19	119	119	119	119
Project 20	120	120	120	120
Project 21	121	121	121	121
Project 22	122	122	122	122
Project 23	123	123	123	123
Project 24	124	124	124	124
Project 25	125	125	125	125
Project 26	126	126	126	126
Project 27	127	127	127	127
Project 28	128	128	128	128
Project 29	129	129	129	129
Project 30	130	130	130	130
Project 31	131	131	131	131
Project 32	132	132	132	132
Project 33	133	133	133	133
Project 34	134	134	134	134
Project 35	135	135	135	135
Project 36	136	136	136	136
Project 37	137	137	137	137
Project 38	138	138	138	138
Project 39	139	139	139	139
Project 40	140	140	140	140
Project 41	141	141	141	141
Project 42	142	142	142	142
Project 43	143	143	143	143
Project 44	144	144	144	144
Project 45	145	145	145	145
Project 46	146	146	146	146
Project 47	147	147	147	147
Project 48	148	148	148	148
Project 49	149	149	149	149
Project 50	150	150	150	150
Project 51	151	151	151	151
Project 52	152	152	152	152
Project 53	153	153	153	153
Project 54	154	154	154	154
Project 55	155	155	155	155
Project 56	156	156	156	156
Project 57	157	157	157	157
Project 58	158	158	158	158
Project 59	159	159	159	159
Project 60	160	160	160	160
Project 61	161	161	161	161
Project 62	162	162	162	162
Project 63	163	163	163	163
Project 64	164	164	164	164
Project 65	165	165	165	165
Project 66	166	166	166	166
Project 67	167	167	167	167
Project 68	168	168	168	168
Project 69	169	169	169	169
Project 70	170	170	170	170
Project 71	171	171	171	171
Project 72	172	172	172	172
Project 73	173	173	173	173
Project 74	174	174	174	174
Project 75	175	175	175	175
Project 76	176	176	176	176
Project 77	177	177	177	177
Project 78	178	178	178	178
Project 79	179	179	179	179
Project 80	180	180	180	180
Project 81	181	181	181	181
Project 82	182	182	182	182
Project 83	183	183	183	183
Project 84	184	184	184	184
Project 85	185	185	185	185
Project 86	186	186	186	186
Project 87	187	187	187	187
Project 88	188	188	188	188
Project 89	189	189	189	189
Project 90	190	190	190	190
Project 91	191	191	191	191
Project 92	192	192	192	192
Project 93	193	193	193	193
Project 94	194	194	194	194
Project 95	195	195	195	195
Project 96	196	196	196	196
Project 97	197	197	197	197
Project 98	198	198	198	198
Project 99	199	199	199	199
Project 100	200	200	200	200

**Jensen Dunes PUD  
Residential Care**

**Facility**  
Jensen Beach, Florida  
Phasing Plan

Date	By	Description
11.28.11	J.B.C.	Initial Application
20.03.12	J.B.C.	Re-application
20.03.12	J.B.C.	Penalties per BCC Meeting



Page 1 of 1

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## EXHIBIT E

### TIMETABLE OF DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in phases in accordance with the attached phasing plan, attached as **Exhibit D-1**.
- B. All final site plan approvals must be obtained within five (5) years of the master site plan approval.
- C. Construction must commence within one (1) year of each final site plan approval.
- D. Each phase must be completed within two (2) years of approval of the final site plan approval for the phase.
- E. Each phase shall be sequentially completed and shall be self supportive prior to proceeding to the next phase. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy and in accordance with the timetable set forth below.
- F. The phases to be constructed and the time period after the date of the approval of the PUD Agreement within which final site plan approval of each phase must be obtained are as follows:

Maximum period after date  
of approval of PUD agreement

Elements of Phase to be constructed

Phase 1: 3 yrs.

Connection to Skyline Drive or temporary access to Cedar Street (if permitted by Ordinance, in accordance with Special Condition 12), construction of building 1 (130 beds), supporting drainage, including dry retention area #1, supporting utilities, including a water main extension to fire hydrant #1, sanitary sewer service, clean-out, manhole #1, private lift station and force main, parking and access improvements, emergency access to Cedar Street, all recreation facilities, picnic area and PAMP requirements.





Maximum period after date  
of approval of PUD agreement

Elements of Phase to be constructed

Phase 2: 4 yrs.

Completion of Skyline Drive prior to commencement of construction (if not completed prior to construction of Phase 1 in accordance with Special Condition 12), construction of building 2 (130 beds), supporting drainage, parking, utility and access improvements, and utilization of Cedar Street for emergency access in accordance with Special Condition 12.

Phase 3: 5 yrs.

Construction of building 3 (130 beds), supporting drainage, parking, utility and access improvements.



**EXHIBIT F**  
**SPECIAL CONDITIONS**

1. **DRAINAGE/STORMWATER MANAGEMENT**

- A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Jensen Dunes PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with the first final site plan application. The Maintenance Plan will provide that the OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

2. **EMERGENCY/CONSTRUCTION/ DELIVERY ACCESS**

Except as specified in Special Condition 12 of **Exhibit F**, the emergency/construction/delivery access indicated on the master site plan shall be primarily for emergency vehicles and construction vehicles. The OWNER shall secure the emergency/construction access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

3. **ENDANGERED SPECIES**

- A. In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Jensen Dunes PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.
- B. Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental



professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

- C. Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.
- D. Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

#### 4. FIRE PROTECTION

All structures shall be provided with an automatic fire sprinkler system installed in accordance with NFPA 13, Standards for Automatic Sprinkler Protection. Compliance with all other provisions of the National Fire Protection Association is required. Specifically, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.

#### 5. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Jensen Dunes PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

#### 6. IRRIGATION

Irrigation water for the entire Jensen Dunes PUD will be supplied by an on-site recharge system and well. Water use shall be minimized through the retention of native landscape where possible and the utilization of "xeriscape" principles.

#### 7. PRESERVE AREAS

No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by COUNTY. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase. A Preserve Area Management Plan will be submitted with the application for the first final site plan.



8. RETENTION OF NATIVE VEGETATION

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plans to be provided with each final site plan application for the Jensen Dunes PUD. In order to reduce or eliminate irrigation water use, applications of fertilizer and pesticides, and to reduce or eliminate impacts to adjacent properties, the OWNER agrees to maintain existing native plants in perimeter landscape areas and buffers to the maximum extent possible. Prior to final site plan approval for each phase, the OWNER shall provide a survey of existing native trees and plant associations in perimeter landscape areas and buffer areas. These "native landscape areas" shall be maintained free of exotic plant species and may be supplemented with compatible native species. The "native landscape areas" are in addition to the preserve areas shown on the master plan and are not subject to the requirements of the Preserve Area Management Plan.

9. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with each approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Engineering Department upon completion of the lake construction.

10. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

11. TEMPORARY LEASING OFFICE

The OWNER may establish and maintain on the property a temporary leasing office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the leasing office shall be supplied to the COUNTY.

12. TRAFFIC IMPACTS

- A. No construction shall commence within the Jensen Dunes PUD until the construction of Skyline Drive from South Street to the entrance of the PUD is constructed and available for use. Notwithstanding this requirement, if access to Cedar Street by the Jensen Dunes PUD is allowed by any future amendment of the Comprehensive Plan or Land Development Regulations, Jensen Dunes may use Cedar Street for access to Phase 1 of the PUD, without an amendment to this PUD Agreement, until such time as the Skyline Drive construction is completed,



which shall then be required prior to commencement of construction of Phase 2 of the PUD. After Skyline Drive is constructed and available for use, Cedar Street shall only be used for emergency access to the Jensen Dunes PUD.

- B. Within sixty (60) days of the County Engineer's acceptance of the Engineer's Certification of Construction Completion for Skyline Drive from South Street to the entrance to the Jensen Dunes PUD, OWNER shall convey to COUNTY thirty-five feet of road right-of-way along the eastern boundary of the Jensen Dunes PUD, extending from the entrance of the PUD to Cedar Street, as depicted on the master site plan attached hereto as **Exhibit D**. OWNER shall convey the fee simple marketable title for the right-of-way by General Warranty Deed to the COUNTY, free and clear of any and all exceptions, except for those accepted by the COUNTY as exceptions to the title commitment and title policy, which shall be obtained by COUNTY at COUNTY expense. Pursuant to Section 201.01, Florida Statutes, the OWNER, as the non-exempt party, shall be responsible for documentary stamps and transfer taxes payable in connection with the conveyance of the Property to COUNTY. All recording charges, including recording fees for all documents required to be recorded in order to convey good and marketable title, shall be paid by the OWNER. In addition, prior to acceptance of the deed, the County may perform soil borings, a survey and environmental assessment of the right-of-way to determine if any unacceptable conditions exist. The cost of resolving any such conditions shall be borne by OWNER.
- C. COUNTY may elect, as a discretionary legislative matter, to establish a Municipal Service Benefit Unit (MSBU) pursuant to the requirements of Section 125.01, Florida Statutes, for the construction of Skyline Drive as a Martin County minor collector from South Street to the entrance of the PUD as depicted on **Exhibit G**, attached hereto. COUNTY is under no obligation to establish the MSBU, but if the MSBU is established, COUNTY agrees to have Skyline Drive completed and open for use within 12 months of the date of the Resolution establishing the MSBU. OWNER acknowledges that the establishment of the MSBU is subject to: 1) the adoption of an ordinance by the Town of Ocean Breeze Park consenting to the MSBU and 2) the approval of an Interlocal Agreement between Martin County and the Town of Ocean Breeze regarding the construction of Skyline Drive and the MSBU. If COUNTY elects to pursue the establishment of the Skyline Drive MSBU, OWNER shall cooperate with COUNTY to the extent necessary to establish the MSBU, including but not limited to donation of required right-of-way, assistance with the acquisition of required right-of-way from other property owners and/or the Town of Ocean Breeze Park, and design and permitting assistance.
- D. As an alternative to the Skyline Drive MSBU, OWNER may, at its expense, design, permit and construct Skyline Drive from South Street to the entrance of the PUD. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of OWNER'S Engineer. Prior to commencement of construction of



Skyline Drive, OWNER shall supply COUNTY with security in an amount which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements.

1. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the OWNER'S Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the OWNER'S Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.
  2. In the event OWNER'S Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one-hundred (100%) percent of the value of said "punchlist" items shall be added to the ten (10%) percent and included as warranty security.
  3. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the OWNER'S Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.
  4. The County Engineer shall then request that Skyline Drive be accepted into the COUNTY'S road inventory.
- E. Pursuant to Section 4.843.B.1, Land Development Regulations, Martin County Code, the right-of-way width for Skyline Drive is hereby approved as 50 feet for 180 linear feet and as 70 feet for the remainder of the roadway extension, including 10 feet for any required easements as depicted on **Exhibit G** attached hereto.

13. USES AND DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement, or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RM-5 zoning district shall apply to the development of the Jensen Dunes PUD.



14. WATER/WASTEWATER

Water and wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement for each phase for such service within 60 days of final site plan approval of that phase. For water conservation purposes, OWNER shall individually meter each building and/or supporting structure.

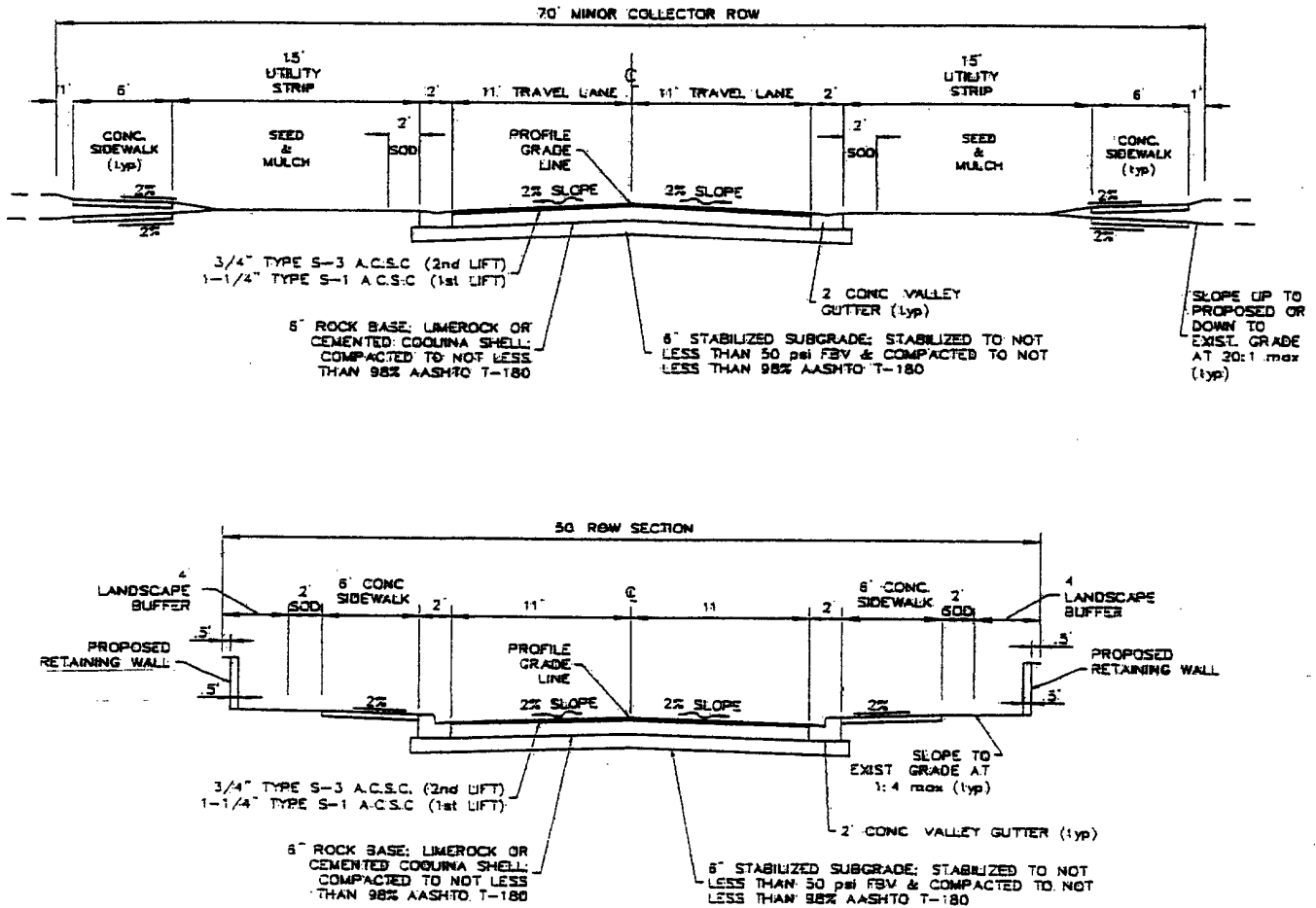
15. ADDITIONAL REQUIREMENTS

The Jensen Dunes PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the master site plan, the Jensen Dunes PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code, including the requirements for development of a residential care facility as set forth in Section 3.93 of the Land Development Regulations, Martin County Code.



# EXHIBIT G

## RIGHT-OF-WAY



January 30, 2012  
WPB\_ACTIVE 4130197.5

STATE OF FLORIDA  
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE  
FOREGOING 24 PAGES IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL.  
MARSHAEYING, CLERK

BY: [Signature] D.C.  
DATE: 04-25-12

